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1719355028

RECORDATION REQUESTED BY:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

Doc# 1719355028 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/12/2017 12:48 PM PG: 1 OF 6

WHEN RECORDED MAIL TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
PARKWAY BANK AND TRUST
COMPANY
4800 N. HARLEM AVENUE
HARWOOD HEIGHTS, IL
60706

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
Michelle Szymczyk, Assistant Vice President
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 1, 2017, is made and executed between 6801 West Cermak, LLC, an Illinois limited liability company, whose address is 5277 Trillium Boulevard, Hoffman Estates, IL 60192 (referred to below as "Grantor") and PARKWAY BANK AND TRUST COMPANY, whose address is 4800 N. HARLEM AVENUE, HARWOOD HEIGHTS, IL 60706 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 8, 2016 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

a first mortgage recorded as document number 1605342041 and Assignment of Rep's recorded as document number 1605342042.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6801-6821 W. Cermak Road, Berwyn, IL 60402. The Real Property tax identification number is 16-30-104-003-0000; 16-30-104-004-0000; 16-30-104-005-0000; 16-30-104-006-0000; 16-30-104-007-0000; 16-30-104-008-0000; 16-30-104-009-0000; 16-30-104-023-0000; 16-30-104-024-0000; 16-30-104-042-0000; and 16-30-104-043-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

IN ADDITION TO ALL OTHER OBLIGATIONS AND INDEBTEDNESS SECURED BY THE MORTGAGE, THE

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MODIFICATION OF MORTGAGE (Continued)

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MORTGAGE ALSO SECURES, WITHOUT LIMITATION, THE "PROMISSORY NOTE" FROM BORROWER TO LENDER DATED JUNE 1, 2017 IN THE PRINCIPAL FACE AMOUNT OF \$1,000,000.00 (TOGETHER WITH ALL AMENDMENTS, MODIFICATIONS, EXTENSIONS, REPLACEMENTS, RENEWALS AND CONSOLIDATIONS THEREOF). THIS PROMISSORY NOTE EVIDENCES A MODIFICATION (INCLUDING PRINCIPAL FACE AMOUNT INCREASE) AND RESTATEMENT OF THE PRIOR NOTE FROM BORROWER TO LENDER DATED MARCH 1, 2017 IN THE PRINCIPAL FACE AMOUNT OF \$782,000.00 ALL REFERENCES TO THE "LOAN" IN ANY OF THE RELATED DOCUMENTS ARE HEREBY MODIFIED TO REFLECT THE LOAN AS EVIDENCED BY THIS NEW PROMISSORY NOTE. THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE (NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE) IS HEREBY INCREASED TO \$2,000,000.00. ALL OTHER TERMS AND PROVISIONS OF THE MORTGAGE REMAIN THE SAME.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ATTORNEYS' FEES, COSTS AND EXPENSES. Borrower/Grantor/Pledgor/Trustor shall pay all costs, expenses, other disbursements and fees of legal counsel engaged by Lender in connection with the Loan, including, without limitation, legal counsel engaged in connection with the origination, negotiation, document preparation, consummation, enforcement, administration or defense of the Note or any of the other documents which together comprise the Loan. This provision specifically includes, but is not limited to Lender's retention of counsel to collect the Note; to defend the validity and enforceability of the Note; to defend the validity, enforceability and priority of any lien granted by Borrower/Grantor/Pledgor/Trustor to secure payment of the Note; and to defend itself as Lender in the event a claim is asserted or suit filed against Lender arising from the Note or the Loan. This provision includes, but is not limited to, Lender's costs, expenses, attorneys' fees, paralegal fees, paraprofessional fees, expert and consulting witness fees, whether or not there is a lawsuit, including all costs, expenses and fees incurred in any bankruptcy proceeding and all appeals. This provision also includes, but is not limited to, attorneys' fees, paralegal fees and paraprofessional fees and time charges of any such persons who may be employees of Lender or any affiliate of Lender.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 1, 2017.

GRANTOR:

6801 WEST CERMAK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

HEIDNER PROPERTIES INC , AN ILLINOIS CORPORATION, Manager of
6801 West Cermak, LLC, an Illinois limited liability company

By:


Rick Heidner, President of Heidner Properties Inc. , an Illinois corporation

LENDER:

PARKWAY BANK AND TRUST COMPANY

x


Authorized Signer

Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

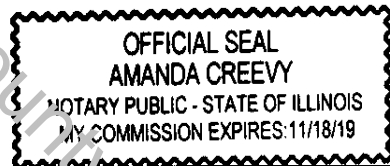
STATE OF Illinois)
)
 COUNTY OF COOK) SS
)

On this 3 day of JULY, 2017 before me, the undersigned Notary Public, personally appeared Rick Heidner, President of Heidner Properties Inc., an Illinois corporation, Manager of 6801 West Cermak, LLC, an Illinois limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Amanda Creevy Residing at 733 Independence Dr.
Palatine, IL 60074

Notary Public in and for the State of Illinois

My commission expires 11-18-19



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LENDER ACKNOWLEDGMENT

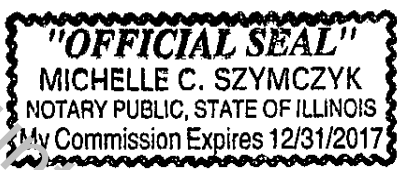
STATE OF IL)
)
 COUNTY OF Cook) SS
)

On this 15th day of July, _____ before me, the undersigned Notary Public, personally appeared Margaret L. Wren and known to me to be the Senior VP, authorized agent for PARKWAY BANK AND TRUST COMPANY that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PARKWAY BANK AND TRUST COMPANY, duly authorized by PARKWAY BANK AND TRUST COMPANY through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of PARKWAY BANK AND TRUST COMPANY.

By Michelle C. Szymczyk Residing at Cook County

Notary Public in and for the State of IL

My commission expires 12/31/2017



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EXHIBIT "A"

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 22, 51 AND THE NORTH 1/2 OF LOT 50 IN OAK PARK AVENUE AND 22ND STREET SUBDIVISION OF THAT PART OF LOT 3 IN THE PARTITION OF THE WEST 51.49 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 41 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF RIVERSIDE PARKWAY, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE VACATED 16 FOOT WIDE EAST/WEST PUBLIC ALLEY ADJOINING THE SOUTH LINE OF LOTS 1 THROUGH 10, AND THE NORTH/SOUTH PUBLIC ALLEY ADJOINING THE EAST LINE OF LOT 51 AND THE NORTH 1/2 OF LOT 50 IN OAK PARK AVENUE AND 22ND STREET SUBDIVISION AFORESAID, AS VACATED BY THE CITY OF BERYL ORDINANCE NO. 09-33 RECORDED NOVEMBER 5, 2009 AS DOCUMENT NO. 0930944034, IN COOK COUNTY, ILLINOIS.

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